

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

VALLADARES LANDSCAPING ARTISTS, LLC,  
Respondent

and

Case Nos. 15–CA–306672  
and 15–CA–306769

CHRISTIAN MARTINEZ, an Individual,  
Charging Party  
and

EFREN VELASQUEZ, *an Individual*.  
*Charging Party*

*Zachary Herlands, Esq.* (at trial),  
and *Aislyne Calianos, Esq.* (on brief),  
for the General Counsel.  
*Joseff Valladares, pro se.*,  
for Respondent.

DECISION

STATEMENT OF THE CASE

ROBERT A. GIANNASI, Administrative Law Judge. The consolidated complaint in this case alleges that the Respondent violated Section 8(a)(1) of the Act by making numerous threats of retaliation to employees, thus coercing and restraining them in the exercise of activities protected by Section 7 of the Act, including their complaints about their paychecks not being cashable. The complaint also alleges that Respondent violated Section 8(a)(1) by discharging the Charging Parties, Martinez and Velasquez, for engaging in the above protected concerted activity.<sup>1</sup>

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<sup>1</sup> In response to the complaint, Joseff Valladares, Respondent's owner, submitted a letter dated August 18, 2023, which the General Counsel did not deem a proper answer. The General Counsel then filed a motion for default judgment with the Board. On March 6, 2024, the Board denied the motion, ruling that the August 18 letter was a sufficient answer denying the essential complaint allegations. 371 NLRB No. 29.

The case was tried virtually in the Zoom for Government platform on July 29, 2024, before Administrative Law Judge Donna Dawson.<sup>2</sup> At the conclusion of the trial, briefs were requested from both sides, but only the General Counsel filed a brief. Judge Dawson retired in December 2024, without issuing the decision in this case, and is thus unavailable for further consideration of the case, within the meaning of Rule 102.26(b) of the Board's Rules and Regulations. I was assigned to issue the decision on the record made before Judge Dawson.<sup>3</sup>

Based on the filed brief and the entire record, including the testimony of the witnesses, I make the following<sup>4</sup>

## FINDINGS OF FACT

### I. JURISDICTION AND SUPERVISORY STATUS

The Board ruled that, in its August 18 letter, Respondent admitted the complaint allegations as to jurisdiction and service. 371 NLRB No. 29 at slip op. 6. Thus, Respondent, a New Jersey limited liability company with a place of business in Houma, Louisiana, is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act. The Board also found that Respondent admitted the supervisory and agency status of August Cruz and Mario Valladares, as well as that of Owner Josett Valladares. *Id.* at fn. 8.

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<sup>2</sup> Respondent's owner, Josett Valladares, joined the hearing well after the scheduled start time and in the middle of the testimony of the General Counsel's first witness. Valladares participated in the hearing thereafter and had the full opportunity to call and examine witnesses. He called no witnesses but testified briefly himself.

<sup>3</sup> On January 17, 2025, I sent an email to counsel for the General Counsel and Josett Valladares, stating that Judge Dawson had retired without completing the decision in this case. I treated Mr. Valladares's response on behalf of Respondent as a motion to reopen the hearing and to submit further evidence. By order dated January 30, 2025, I directed that, by close of business February 10, 2025, Respondent should submit a motion to reopen the hearing and a proffer of what relevant evidence it wished to submit. No timely motion was filed so I deem the record complete as it stands. See *Apex Investigation & Security Co.*, 302 NLRB 815 fn. 1 and 816 fn. 1 (1991) with respect to requirements for such motions.

<sup>4</sup> I hereby grant the General Counsel's unopposed post-hearing motion to correct the transcript in this case.

## II. ALLEGED UNFAIR LABOR PRACTICES

### A. The Facts

#### Background

During the relevant period comprising the events in this case, late summer and fall of 2022, Respondent was doing demolition and construction work on projects in and around Houma, Louisiana. It employed some 25 to 30 employees on those projects. Christian Martinez was hired on August 30, 2022, and Efron Velasquez was hired on October 3, 2022. Both were discharged on November 2, 2022.<sup>5</sup>

The Respondent's Houma employees were supervised by Mario Valladares, the owner's brother, and Milton Argelio and Juan Garcia. The former two are admitted supervisors and agents. The uncontradicted testimony also shows that Garcia was a supervisor and agent because he assigned employees their work, as did Argelio. In addition, Garcia hired Velasquez. Tr. 21-23. 73-75. Thus, I find that Garcia was a supervisor and an agent of Respondent.

#### Employees Have Issues with Their Pay

The employees were paid weekly on Saturdays. They were given their paychecks in person by Mario<sup>6</sup> at the jobsite office. Tr. 23-24. Beginning in early October of 2022, the employees had problems with cashing their checks. Velasquez only was paid for one of the roughly 4 weeks he worked for Respondent (Tr. 77), and Martinez was also not fully paid for the last part of his work for Respondent. Tr. 48, 51, 61-68.

On the first workday after their paychecks were not cashed, Martinez and a group of other employees discussed the matter among themselves, and, on the next workday, they gathered outside the office and refused to work until Mario met with them about their concerns. He eventually came out of his office "very upset." He told them that those who did not want to work should "go out of here." He also said he would try to fix the problem by the next payday. Tr. 24-26. On another occasion in October, Mario told

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<sup>5</sup> Martinez and Velasquez testified through an interpreter.

<sup>6</sup> For reasons of simplicity, I will refer to the brothers Valladares as Mario and Josett hereafter.

6 employees who complained about their pay that if they did not like the way they were paid they could leave the job or quit and come back later to get their pay. Tr. 78.

5 On October 24<sup>th</sup> or 25<sup>th</sup>, Martinez talked to Garcia about a personal need for his pay early. At this point, Martinez and other employees were owed two weeks of pay and they had spoken about their concerns about that situation. In response to Martinez, Garcia said that Martinez "should not complain" or he would not "have any work." Tr. 28-30.

10 The following Monday, October 31, Martinez and the other employees showed up for work, but they did not start working. They congregated together waiting for an explanation about the continuing pay issue. At some point, Supervisor Argelio came out to meet with them. He  
15 had a notebook and told them that those who did not want to work that day should write their names in the notebook and they "will be fired." Martinez did not sign his name because he was afraid that that would be seen as having quit. He and others did work that day after being told that they would be paid the next Saturday. Tr. 30-34.

20 Employees Meet with a Workers' Group; Martinez and Velasquez are  
Fired Immediately Thereafter

25 Velasquez and Martinez spoke to their pastor, Jose Padilla, about the problems they and the other employees were having with their pay. Tr 35-36, 78-79. Padilla then set up a meeting between the employees and representatives of an organization he thought would help them. The name of the organization was Resilience Force, a nonprofit that helps workers displaced by natural disasters. The meeting was held at Padilla's church  
30 on November 2. In attendance were a group of Respondent's employees, including Martinez and Velasquez, Pastor Padilla and Daniel and Angelo Castellanos from Resilience Force. At the meeting, the employees explained the payroll problems they were having, and the Resilience Force representatives told the employees that more information needed to be  
35 gathered and that they would help resolve the matter. They also told the employees that they should contact the Labor Department and the National Labor Relations Board for help. Tr. 115-119, 80-82, 35-39.

40 While in the church, walking to their meeting with Resilience Force, Velasquez and the other employees passed Supervisor Garcia's wife, who

was attending another meeting at the church. Velaquez and Garcia's wife knew each other because they were both church members. Tr. 83-84. Martinez also noticed Garcia's wife at this time. Tr. 38.

5 Later that same day, Velasquez received a phone call from Garcia telling him that Mario did not want him to come in to work the next day and that he was fired. Martinez also received a similar call from Garcia telling him that he was fired. Neither was given a reason why they were fired. Tr. 38-39, 85-86. Velasquez called Angelo Castellanos from Resistance Force  
10 to tell him about being fired and Castellanos also learned that Martinez had been fired the same day. Tr.118-119.

On November 3, the day after he was fired, Martinez called Mario and asked why he was fired. Mario replied that he should not look for problems  
15 because "I know where . . . you live, and you can lose much more than this shit." Tr. 38-39.<sup>7</sup>

#### Martinez and Other Employees Continue Asking for Their Pay

20 On Saturday November 5, Martinez returned to the job site to be paid what he was owed, joining other employees asking for their pay. Josett and Mario were present, and Josett told Martinez and apparently other employees that they would receive their pay that day. But, in Martinez's case, that would still leave him far short of what he was owed from previous  
25 shortfalls. When another employee complained about his pay Mario physically assaulted him by putting his hands around the employee's neck. Tr. 47-48.

30 Still hoping to get the remaining backpay owed him, Martinez showed up at the job site the next payday, November 12. He and the other employees were met in the office by Mario and Josett who told the employees they could not be paid that day, and they should come back in two weeks. Tr. 48-49. An argument ensued and Mario went into another room, returned with a gun, and told the employees to leave. They refused

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<sup>7</sup> I do not credit Martinez's testimony that Mario also told him, in this call, that Martinez was fired for "presenting charges" against Mario. No charges had been filed at this point and it appears that Martinez was talking about something else, perhaps a "supposition." Tr. 39-40. Because Martinez was testifying through an interpreter, his testimony on this point may not have been accurate. In any event, this part of his record testimony is not reliable enough for me to make findings on it.

to leave and said they wanted their money. Mario then pointed his gun toward the employees and again told them to leave. Someone called the police who arrived at the scene and arrested Mario. Tr. 48-51.

5 Mario's arrest record was received in evidence as G.C. Exh. 5.. It is dated November 12, 2022, and lists the offense as "AGGRAVATED ASSAULT WITH A FIREARM (FELONY)."

#### Martinez Continues his Pay Efforts with Josett

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Shortly thereafter, later in November, Martinez talked with Josett on the telephone, again asking for the money he was owed. Josett said he had received the NLRB charge that spawned this case and told Martinez should not raise any more "problems with Respondent. Josett said  
15 Martinez had a "lot of things to lose," referring to Martinez's "papers." Tr. 51-52.

Still later, in December 2022, Martinez and Josett exchanged two texts about Martinez's attempts to be paid what he was owed. Josett  
20 rejected the request. In one, Josett told Martinez "I am actually going to sue you for spreading falsehoods about me. In the other, he said that, if Martinez brought him a particular check that was not allegedly fully paid, he would reimburse him. Josett ended his text by saying "I already have a lot of problems with you and [if] that's how you're going to be [then] that's how  
25 I'm going to be." G.C. Exhs. 3 and 4; Tr. 52-58.<sup>8</sup>

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<sup>8</sup> There was testimony about the check referenced above that was dated October 29, which was not honored because of insufficient funds. It and the previous paycheck were the two checks Martinez, along with the pay for the 3 days he worked the week he was fired, that constituted the money he was still owed. Martinez testified he could not provide the October 29 check because he lost it by the time of the trial. Tr. 63-68. Josett tried to offer what was purported to be the check, without proof that it was cashed. Indeed, the check itself does not have any indication that it was cashed. Judge Dawson rejected the check when it was offered in evidence as an exhibit because it was among the items requested prior to the trial in the General Counsel's subpoena and Respondent never provided any response to the subpoena. Tr. 68-69, 108-109, 122-123, 133-134, 138; R. Exh. 1 (rejected). See *M.D. Miller Trucking & Topsoil, Inc.*, 361 NLRB 1225 fn. 1 (2014), enf'd. 778 Fed Appx 2 (D.C. Cir. 2018). In any event, the dispute about this one check does not refute the uncontradicted evidence about the pay problems underlying this case.

The above findings are based on the uncontradicted testimony of Martinez, Velasquez and Angelo Castelanos and the cited General Counsel exhibits. Josett Valladares testified briefly. He started by stating “I didn’t know nothing of what was going on.” Tr. 125. But, his testimony, especially on cross-examination, was confusing, self-contradictory, and rambling. And, on cross, he admitted he was present some of the time at the Houma jobsite, knew of the pay issue problems of the employees, and even spoke to Martinez and Velasquez. Tr. 131-138. Josett’s claim that the employees were paid was not supported by documentary evidence. Indeed, as indicated in the above footnote, documentary support should have been supplied in response to the General Counsel’s pre-trial subpoena. But Respondent never provided the requested documentary evidence, and the only check offered at trial was rejected because of the failure to provide it in response to the subpoena. Citing some of the above, Judge Dawson expressed some doubt on the record about the reliability of Josett’s testimony. See Tr. 131-137.

## B. Discussion and Analysis

### The Concerted Activity Underlying the Violations

The test for interference, restraint or coercion under Section 8(a)(1) is whether the alleged statement or conduct has the tendency to interfere with protected concerted activity under Section 7. *Starbucks Corporation*, 373 NLRB No. 21, slip op. 4 (2024). Section 7 protects employee activity that is concerted and addressed to mutual aid and protection. Concerted activity is broadly defined as activity that is engaged with or on the authority of other employees. And mutual aid and protection focuses on whether the employees are seeking to improve their terms and conditions of employment. Discussion of wages and bringing such issues to the attention of the employer is a basic part of protected concerted activity. *Fresh & Easy Neighborhood Market, Inc.*, 361 NLRB 151, 152-153 (2014); and *Hoodview Vending Co.*, 359 NLRB 355, 357-358 (2012).

Based on my findings of fact, it is clear that the wage complaints of Martinez and Velasquez, as well as the other employees of Respondent, constituted protected concerted activity. The employees repeatedly complained about their wages and paychecks. They also refused to start work on two occasions until Respondent addressed their complaints. They consulted and met with a worker’s rights organization. And they sought the

help of the Board in filing charges that spawned this case. All of these activities were protected under Section 7.

### The Unlawful Threats

5       The uncontradicted testimony set forth in the statement of facts supports my finding that Respondent violated the Act numerous times as alleged in the complaint by threats and other coercive statements. These violations also provide a backdrop for my findings set forth later that the discharges of Martinez and Velasquez were also violative of the Act  
10       because they were motivated by their protected concerted activity.

15       In early October, employees gathered outside the office at the worksite and refused to begin work until they received an explanation why their checks were unpayable. Mario came out of the office and told the employees, if they did not want to work, they should “get out of here.” On another occasion, later in October, Mario told 6 employees who complained about their pay that, if they did not like the way they were paid, they could leave the job. In a separate incident, on October 24<sup>th</sup> or 25<sup>th</sup>, Martinez asked Garcia if he could be paid in the middle of a pay period because of a  
20       special need. Garcia told Martinez he should not complain, or he would not have any work. Such invitations to quit, as set forth in complaint paragraphs 6(a), (b) and (c), are treated as implicit threats of discharge and violate Section 8(a)(1). See *Fresh & Easy Neighborhood Market, Inc.*, 356 NLRB 588 at fn. 2 (2011).  
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30       On Monday, October 31, the employees again gathered outside the office refusing to start work unless their pay complaints were addressed. Supervisor Argelio came outside with a notebook and told the employees that those who did not want to work should sign their names in the notebook and they would be “fired.” There was nothing implicit about this. It was a clear threat of discharge as alleged in complaint paragraph 6(d) for the employee initial refusals to work due to complaints about their wages. The threat was violative of Section 8(a)(1). See *Central Valley Meat Co.*, 346 NLRB 1078,1079 (2006).  
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40       On November 3, the day after his discharge, Martinez called Mario and asked why he was fired. Mario replied that he should not look for problems because “I know where . . . you live, and you can lose much more than this shit.” This threat of retaliation was for his “problem,” the wage complaints and other protected activity that led to his discharge, which, as



discussed later in this decision, was unlawfully motivated because it was based on Martinez's protected concerted activity. Thus, as alleged in complaint paragraph 6(e), Mario's threat of "unspecified reprisals" on November 3 was still another violation of Section 8(a)(1).

On successive pay days, November 5 and 12, Mario was so aggravated by the employees' continued pay complaints that he crossed the line and assaulted employees. On November 5, he physically assaulted an employee by grabbing his neck. On November 12, he went further and pulled a gun and pointed it at employees complaining about their pay. He was arrested by police in front of the employees and charged with felonious assault with a firearm. These threats, as alleged in complaint paragraphs 6(f) and (g), were also connected to the wage concerns of the employees and thus violated Section 8(a)(1).

Finally, the General Counsel alleges that, in the November telephone call and the two December text exchanges with Martinez, Josett made threats in violation of the Act because Board charges were filed against Respondent. I do find a violation in the November telephone call in which Josett specifically mentioned the Board charges and said Martinez has a "lot of things to lose," referring to Martinez's "papers." Among the things that Martinez could lose, was his ability to work in this country because the reference to his papers could reasonably be interpreted as a threat to report Martinez for deportation. These threats were clearly tied to filing Board charges, which is, of course, a protected activity. Thus, that statement violated Section 8(a)(1) of the Act as alleged in paragraph 6(h) of the complaint.

However, neither of the December text exchanges were tied to the filing of charges as required in paragraphs 6(i) and (j) of the complaint. Moreover, Josett's language in the texts is too ambiguous for me to make findings of fact that a threat was made or perceived. Accordingly, complaint paragraphs 6(i) and (j) are dismissed.

#### The November 2 Discharges of Martinez and Velasquez

It is settled that an employer violates Section 8(a)(1) of the Act if it disciplines or discharges an employee because that employee engaged in protected concerted activity within the meaning of Section 7 of the Act. *Marburn Academy Inc.*, 368 NLRB No. 38, slip op. 10 (2019), citing and

discussing numerous authorities. This part of the case basically presents an issue of motivation. Such cases are analyzed under the causation test set forth in *Wright Line*, 251 NLRB 1083 (1980), enf'd on other grounds 662 F.2d 899 (1<sup>st</sup> Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in

5 *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983). Under *Wright Line*, the General Counsel must satisfy an initial burden of showing by a preponderance of the evidence that the employee's protected activity was a motivating factor in a respondent's adverse action. If the General Counsel meets that initial burden, the burden shifts to the respondent to

10 show that it would have taken the same action even absent the employee's protected activity. *Marburn Academy*, cited above.

Applying the above principles, I find that Respondent fired Martinez and Valasquez on November 2 because of their protected concerted

15 activities. The numerous unlawful threats against Martinez and other employees discussed above show Respondent's animus against employees for complaining about their pay in front of management officials so there was obviously knowledge here of the concerted protected activity. The coup de grace came after Martinez and Velasquez enlisted the help of

20 the Resistance Force group in their effort to be paid what they were owed for their work. Garcia's wife saw Velasquez, who knew each other, at the meeting and it could be reasonably inferred that she reported that fact to her husband because of what followed immediately thereafter. The same day, Garcia called Velasquez to tell him he was fired. Martinez was also

25 fired the same day. The timing alone is strong evidence of animus and causation. Moreover, no reason was given for the peremptory discharges in the middle of a workweek. Indeed, even at the hearing, Respondent gave no lawful reason for the discharges and did not offer any evidence to rebut the uncontradicted testimony and evidence set forth by the General

30 Counsel. In these circumstances, I find that the discharges of Martinez and Velasquez violated Section 8(a)(1) as set forth in the complaint.

### Conclusions of Law

35 1. By threatening employees for protesting their pay and other protected concerted activity, Respondent violated Section 8(a)(1) of the Act.

2. By discharging employees Christian Martinez and Efren Velasquez because of their protected concerted activities, Respondent

40 violated Section 8(a)(1) of the Act.

3. The above violations constitute unfair labor practices within the meaning of the Act.
4. The Respondent has not otherwise violated the Act.

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### Remedy

Having found that Respondent engaged in unfair labor practices, I shall recommend and order that it must be ordered to cease and desist from its unlawful conduct and take certain affirmative action designed to effectuate the policies of the Act, including the posting of an appropriate notice.

Since Respondent unlawfully discharged Martinez and Velasquez, I shall also recommend that it must offer them reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority of any other rights or privileges previously enjoyed. The Respondent shall also make Martinez and Velasquez whole for any loss of earnings and other benefits they may have suffered as a result of the unlawful discrimination against them. That includes any monies owed them at the time of their discharge. The make-whole remedy shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). In accordance with *King Soopers, Inc.*, 364 NLRB No. 93 (2016), enfd. in pertinent part 859 F.3d 23 (D.C. Cir. 2017), Respondent shall compensate Martinez and Velasquez for search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings, with interest. In accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016), Respondent shall also compensate both employees for any adverse tax consequences of receiving a lump sum back pay award and shall, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, file, with the Regional Director of Region 15, a report allocating the backpay to the appropriate calendar year. In addition, in accordance with *Containerboard Packaging-Niagara*, 370 NLRB No. 76, as modified in 371 NLRB No. 25 (2021), Respondent is ordered to file, with the Regional Director for Region 15, a copy of the W-2 forms reflecting the backpay award.

Moreover, in accordance with *Thryv, Inc.*, 372 NLRB No. 22, slip op. 14 (2022), enf. denied on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall compensate Martinez and Velasquez for any other direct or foreseeable pecuniary harms incurred as a result of the unlawful suspension. Compensation for these harms and expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended<sup>9</sup>

### ORDER

Respondent, Valladares Landscaping Artists, LLC, its officers, agents, successors and assigns, shall

#### 1. Cease and desist from

(a) Threatening employees with reprisals for engaging in protected concerted activities under Section 7 of the Act.

(b) Discharging or otherwise disciplining employees for engaging in protected concerted activity.

(c) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

#### 2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days from the date of this order, offer Christian Martinez and Efren Velasquez reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

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<sup>9</sup> If no exceptions are filed, as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be waived for all purposes.

(b) Make Christian Martinez and Efren Velasquez whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of this decision.

(c) Compensate Martinez and Velasquez for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 15, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years. Also file with the Regional Director for Region 15 a copy of the applicable W-2 forms reflecting the backpay award.

(d) Within 14 days from the date of this order, remove from its files any reference to the unlawful discharges of Martinez and Velasquez, and, within 3 days thereafter, notify them in writing that it has been done and that the unlawful action will not be used against them in any way.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of back pay due under the terms of this Order.

(f) Within 14 days after appropriate notification by the Region, post, at its Houma, Louisiana facility, copies of the attached notice marked "Appendix."<sup>10</sup> Copies of the notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days, in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that,

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<sup>10</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 4, 2022.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated at Washington, D.C., February 18, 2025



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Robert A. Giannasi  
Administrative Law Judge

## APPENDIX

### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

#### FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union.
- Choose representatives to bargain with us or your behalf.
- Act together with other employees for your benefit and protection.
- Choose not to engage in any of these protected activities.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions with other employees and WE WILL NOT do anything to interfere with your exercise of that right.

YOU HAVE THE RIGHT to freely bring matters and complaints about wages, hours and working conditions to our attention and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT discharge or otherwise discipline employees for the exercise of the above rights or because of their other protected concerted activities under Section 7 of the Act.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce employees in the exercise of the rights listed above.

WE WILL offer Christian Martinez and Efren Velasquez immediate and full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without prejudice to seniority or any other rights and privileges previously enjoyed.

WE WILL make Christian Martinez and Efren Velasquez whole, with interest, for any loss of earnings and other benefits suffered as a result of our discrimination against them.

WE WILL remove from our files any references to the unlawful action taken against Martinez and Velasquez, and notify them that this has been done, and that that unlawful action will not be used against them in any way.

WE WILL compensate Martinez and Velasquez for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 15, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

WE WILL file with the Regional Director a copy of the corresponding W-2 form reflecting the backpay award.

VALLADARES LANDSCAPING ARTISTS, LLC  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov)

600 South Maestri Place, 7<sup>th</sup> Floor, New Orleans, LA 70130-3408  
(504) 589-6361, Hours: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at [www.nlrb.gov/case/0](http://www.nlrb.gov/case/0) -CA- or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.





**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**  
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE  
DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY  
ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR  
COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE  
REGIONAL OFFICE'S COMPLIANCE OFFICER (504) 321-9476.